



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **PD-6**

September 28, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**GLADSTONE STREET FROM BARRANCA AVENUE TO GRAND AVENUE
CITY OF GLENDORA-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to resurface the deteriorated roadway pavement on Gladstone Street from Barranca Avenue to Grand Avenue is exempt from the California Environmental Quality Act.
2. Approve and instruct the Mayor of the Board to sign the cooperative Agreement with the City of Glendora for the project. The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City to finance the cost of the project. The total cost of the project is currently estimated to be \$530,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and City of Glendora propose to resurface the deteriorated roadway pavement on Gladstone Street from Barranca Avenue to Grand Avenue, which is entirely within the City's jurisdictional boundary. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By improving the subject roadways, residents of the City of Glendora and the nearby unincorporated County area who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

Your Board's approval of the enclosed Agreement will result in no direct fiscal impact on the County. The County will use the City's credit of Federal-aid funds previously assigned to the County under Agreement No. 74736 as payment toward the cost of the project to improve Gladstone Street from Barranca Avenue to Grand Avenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement, which has been approved by County Counsel, provides for the County to perform the preliminary engineering and administer the construction of the project, with the City to finance the cost of the project.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301 of the California Environmental Quality Act and Class 1 (x) 2, 4, 9, 14 and 22 of the County Environmental Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

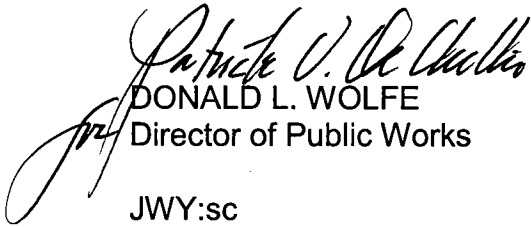
Gladstone Street from Barranca Avenue to Grand Avenue is entirely within the City's jurisdictional boundary. At the conclusion of the project, the City of Glendora will continue to operate and maintain Gladstone Street from Barranca Avenue to Grand Avenue at the City's costs. There is no impact on current services.

The Honorable Board of Supervisors
September 28, 2006
Page 3

CONCLUSION

Enclosed are two originals of the Agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

JWY:sc

C070229

P:\PDPUB\CITY\CITIES-UNINC AREAS\SAN GABRIEL VALLEY\GLR\GLADSTONE BL.DOC

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF GLENDORA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, Gladstone Street is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface the deteriorated roadway pavement on Gladstone Street from Barranca Avenue to Grand Avenue (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is entirely within the geographical boundary of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, CITY is willing to finance COST OF PROJECT (as defined herein below); and

WHEREAS, COST OF PROJECT is currently estimated to be Five Hundred Thirty Thousand and 00/100 Dollars (\$530,000.00); and

WHEREAS, CITY and COUNTY have heretofore executed Agreement No. 74736 providing for the assignment of CITY Federal-aid funds to COUNTY; and

WHEREAS, CITY proposes to finance COST OF PROJECT by utilizing the CITY'S credit of Federal-aid funds previously assigned to COUNTY under Agreement No. 74736, currently estimated to be Six Hundred Ninety Two Thousand and 00/100 Dollars (\$692,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of each government entity mentioned in this AGREEMENT.
- b. COST OF PROJECT, as referred to in this AGREEMENT, shall include the costs of right-of-way acquisition and clearance matters, preliminary engineering, construction contract, required materials, detour, final signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. Preliminary Engineering, as referred to in this AGREEMENT, shall include the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- d. The cost of CONSTRUCTION CONTRACT as referred to in this AGREEMENT, shall include the total of all payments to the construction contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance COST OF PROJECT, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- b. That an estimated Five Hundred Thirty Thousand and 00/100 Dollars (\$530,000.00) of CITY'S Federal-aid credit, through its previous assignment of Federal-aid funds to COUNTY under Agreement No. 74736, shall be used to finance COST OF PROJECT.
- c. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of

way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- d. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the CONSTRUCTION CONTRACT, and in all things necessary and proper to complete PROJECT.
- e. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- f. To grant to COUNTY any temporary right of way or easement that CITY owns or has an easement for that is necessary for the construction of PROJECT, at no cost to COUNTY, to the extent not already provided by law.
- g. Upon approval of construction plans for PROJECT to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct PROJECT within CITY'S JURISDICTION.
- h. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering, construction and engineering, materials testing, construction survey, contract administration and all other work necessary to complete PROJECT.
- b. To accept CITY'S Federal-aid credit, previously assigned to COUNTY under Agreement No. 74736, as payment toward COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the CONSTRUCTION CONTRACT, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT, a final accounting of the actual total COST OF PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. If for some reason, CITY'S available balance of Federal-aid funds are insufficient to finance CITY'S commitment, as set forth in paragraph (2) a., above, CITY shall pay COUNTY other CITY funds, upon demand by COUNTY, so that when combined with CITY'S available Federal-aid credit, the total will equal COST OF PROJECT based on the final accounting. Said demand will consist of a billing invoice prepared by COUNTY.
- b. If CITY'S payment, as set forth in paragraph (4) a., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- c. If CITY'S payment, as set forth in paragraph (4) a., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works within sixty (60) calendar days after the date of delivery to CITY of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY Department of Public Works shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- e. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector and shall immediately notify CITY of any change orders, which could materially affect COST OF PROJECT. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY'S inspector to the contractor or any other person in charge of

construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.

- f. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a non-material nature may be made by the mutual written consent of the parties Directors of Public Works or their delegates.
- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Richard Cantwell
Director of Public Works
City of Glendora
116 East Foothill Boulevard
Glendora, CA 91741

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802

- h. Neither COUNTY nor any officer or employee of COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Notwithstanding the foregoing, CITY shall not be obligated to indemnify or hold COUNTY harmless in connection with the COUNTY'S own negligence or willful misconduct.
- i. Neither CITY nor any officer or employee of CITY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of

[illegible]

- Page 6 of 7

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GLENDORA on _____, 2006 and by the COUNTY OF LOS ANGELES on _____, 2006.

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF GLENDORA

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney